BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work: - Improvements to Kalyani at yelahanka lake in Kempegowda ward no -01

Estimate Cost: 100.00 Lakhs

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EXECUTIVE ENGINEER
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BRUHAT BENGALURU MAHANAGARA PALIKE

No: BBMP/EE/YNK.D/E-PMT/01/2021-22

Office of the Executive Engineer
Yelahanka division, Bangalore – 560064.
Dated : **21-04-2021**

INVITATION FOR TENDER (IFT)
(Short term- Tender Notification)
(Two Cover System)
(Through **GOK e–Procurement Portal** only)

1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract **as per standard tender document KW-01, KW-2, KW-3 and KW-4**
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be submitted EMD Declaration Copy (As per Government order No:FD/675/expe-12/2020 Bangalore Dated 22-12-2020)
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on **13-05-2021** and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents.

Sl. No.	Name of the Work	Est. Cost in Lakhs	Category	Cost of Tender form in Rs. (Non-Refundable)	Period of Completion
1	Development of Foothpath on Major Sandeep Unnikrishnan Road and Resurfacing of roads at Judicial layout in ward NO 04 of Yelahanka Division (Package -10)	500 00	-	As per e-Procurement Portal	06 Months
2	Comprehensive Development of balance roads and drains at Aditya Nagara Ananthapura Nisarga layout, Mahalakshmi layout yelahanka new town 4th and 5th phase Doddabettahalli village, Kaveri layout and surrounding areas in ward no 03 and 04 of yelahanka Division (Package No	900.00	-	As per e-Procurement Portal	06 Months

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	11)
3	Comprehensiv roads and drai AMS Layout, and 2nd stag Yelahanka Muneshwara surrounding ar Yelahanka Di 12)
4	Asphalting Improvements Someshwara Nagara, MIG sanitory core B sector and ward No 04 town sub div 13)
5	Improvements foothpaths at 4th phase 5th areas in ward new town sub No 14)
6	Shifting of Mavallipuram Mittaganahalli
7	Providing Stre ward No Satellite Town
8	Improvements yelahanka lak ward no -01
9	Construction Bhavana at Pu Chowdeshwari

Note: Eligibility & C

1) Class IV
2) Class III
3) Class II -
4) Class I B
5) Class I

Calendar of events:

- Pre bid meetin Executive En

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3	Comprehensive Development of roads and drains at Kaveri Layout, AMS Layout, Aditya Nagara 1st and 2nd stage Doddabettahalli, Yelahanka 4th Phase and Muneshwara Layout and surrounding areas in ward No 03 of Yelahanka Division (Package No 12)	1000.00	-	As per e-Procurement Portal	06 Months
4	Asphalting of Roads and Improvements to Foothpaths at Someshwara nagara, Sharada Nagara, MIG 3rd Phase and LIG sanitory core Yelahanka A sector, B sector and Judicial Layout in ward No 04 of Yelahanka new town sub division. (Package No 13)	600.00	-	As per e-Procurement Portal	06 Months
5	Improvements to roads and foothpaths at yelahanka new town 4th phase 5th phase and Industrial areas in ward no 03 of Yelahanka new town sub division (Package No 14)	600.00	-	As per e-Procurement Portal	06 Months
6	Shifting of interts from Mavallipuram Plant to Mittaganahalli Go Sl No 36	1248.00	-	As per e-Procurement Portal	12 Months
7	Providing Street Name Boards in ward No 04 of Yelahanka Satellite Town Sub Division.	50.00	SC	As per e-Procurement Portal	03 Months
	2nd Call				
8	Improvements to kalyani at yelahanka lake in kempegowda ward no -01	100.00	-	As per e-Procurement Portal	06 Months
9	Construction of Samudaya Bhavana at Puttenahalli Colony in Chowdeshwari ward No 02	30.00	Others	As per e-Procurement Portal	06 Months

Note: Eligibility & Class of Contractors:

1) Class IV - Upto Rs 01.00 Lakh
2) Class III - Upto Rs 10.00 Lakhs
3) Class II - Upto Rs 25.00 Lakhs
4) Class I B - Upto Rs 100.00 Lakhs
5) Class I - Any amount

Calendar of events:

- Pre bid meeting will be held on. **03-05-2021** at 15.00 hours in the office of the Executive Engineer (Yelahanka Division) to clarify the issue and to answer questions

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on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.

- Date of Opening of Technical Bids and Financial Proposals is **15-05-2021 after 16:00 hours**

ESSENTIAL CONDITIONS:

1. The Tender Notification along with Blank Tender Form will be accessible in the website of GOK e- Procurement Platform **(http://eproc.karnataka.gov.in) website.**
2. The interested contractors / suppliers may download the tender documents. The contractors may choose or otherwise attending the pre-bid meeting indicated in the Invitation for Tender.
3. Tender documents may be downloaded from Government of Karnataka e-Procurement website **http://eproc.karnataka.gov.in** under login for Contractors. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://eproc.karnataka.gov.in or contact e-Procurement Helpdesk at 080 – 22485867 / 22485927.
4. The contractors shall submit the digitally signed tenders electronically on or before the date and time of submission published in the e-procurement portal along with stipulated EMD notified in the tender document.
5. The contractor / supplier shall attach scanned DD or Bank Guarantee (for EMD) along with the bid on e-procurement portal and submit the original Bank Guarantee on before the last date and time notified in the Tender Document to the Tender Inviting authority.
6. The tenders will be evaluated only on confirmation of receipt of payment of EMD.
7. The Tender will remain valid for **180 Days** from the Date of Opening of Tender.
8. The Contractor is not eligible for submission of application for tender form if he has not put the tender after purchase of the tender document continuously for three times.
9. The Successful tenderer will have to execute an agreement with BBMP within **seven days** of receipt of intimation of Letter of Acceptance, failing which his tender will be summarily rejected without giving any further Notice.
10. The Contractor / Agency shall intimate the change, if any, in any of the addresses, in advance or maximum within one week of such change along with acknowledgement of noting down of such change in address from the bank, Income tax, GST authorities etc. Failure to do so liability lies on the Contractor / Agency what so ever.
11. The Work shall be commenced with all Men, Material Tools and Plants within 7 days from the Date of Work Order, failing to which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tendered.
12. Defect Liability Period (DLP) and Maintenance Period will be as per Commissioner Order No. ಆ/ಪ.ಎಸ್.ಆರ್/G-5317/2012-13 ದಿನಾಂಕ: 28.09.2012
13. FSD will be refunded only after Defect Liability Period (DLP) as per Condition 12.
14. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **90** days beyond the validity of the tender.
15. For Asphalting works, like Pothole filling, Chip Carpeting, B.M & B.C etc., those who own their hot mix plant & mechanical paver only need apply. Such of those tenderer will have to furnish the list of machinery equipment along with the copy of the Registration Certificate at the time of scanning of tender documents.
16. Frequency of the Quality tests of all the materials and other tests have to be conducted by contractor as per Specifications for Road and Bridge Works (5th Revision) and IRC:SP:11-1984 Handbook of Quality Control for Construction of Roads and Runways,

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IRC:SP:112-2017 Manual for Quality Control in Road and Bridge Works, IRC:SP:47-1998 Guidelines on Quality Systems for Road Bridges (Plain, Reinforced, Prestressed), RC:SP:57-2000 Guidelines for Quality Systems for Road Construction and Composite Concrete and SP:7-2005 National Building Code of India & other relevant Indian standards in his laboratory or any other Laboratory assigned by the BBMP on his own cost in presence of Engineer/ consultants appointed by BBMP.

17. As per Govt. Order No: LD 300/LET/2006, Dated: 18.07.2007, 1% of the bill amount will be deducted and remitted to Karnataka State Building & Other Construction Employees Welfare Board.
18. The Tenderers are advised to note the minimum qualification criteria specified in clause 3 of the Instructions to Tenderers to qualify for award of the contract **(Standard Tender Document KW 1 & 2** also Tenderers are advised to go through the Standard Bid Documents.
19. Any Corrigendum / Modification will be notified in the Notice Board of the Undersigned.
20. The BBMP reserves the right to accept/reject any or all tenders without assigning any reasons what so ever.
21. **Successful Tenderer should deliver to the employer a security deposit equivalent 3% of the Contract price in form of DD / Bank Guarantee in favour of Commissioner BBMP otherwise action will be initiated as per Standard Bid document clauses.**
22. **An additional security for unbalanced bids (difference amount 50%) in the form of DD/ Bank Guarantee to be submitted in favour of Commissioner BBMP to the undersigned before opening of the technical bid otherwise there bids will be rejected.**
23. The Tender Accepting Authority shall have the power to accept or to reject any tender without assigning any reason thereof.
24. GST will be paid to the tendered amount separately only for 2018-19 schedule of rates and for GST/VAT is included in other than 2018-19 schedule of Rates.
25. As per Government Circular No. CI 81 MMN 2014 Dt: 18.02.2014 & ಗಣಿ.ಧಿಸಂಖ್ಯೆ/ ಕಗಸು/ರಾ.ಪ.ಕೋ/2013-14 ದಿನಾಂಕ: 13.03.2014 the contractors are liable to pay royalty in terms of the contract if they are not able to produce the materials purchased document / MDP's from where they purchase.
26. Black Listed Contractors / in Govt. / Quasi Govt. / Boards / BBMP etc., are not eligible to quote, if found such Tenders will be rejected.
27. All the participants should produce all the original documents for verification whenever necessary.
28. The work shall be carried out as per the directions of the BBMP and if necessary in coordination with BESCOM, BWSSB, Other Utility Agencies and Engineer in charge of Work.
29. No Joint Venture / Consortium is permissible.
30. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderers.
31. Conditional Tenders will not be entertained and they are summarily rejected.
32. Further particulars can be had from the office of the Executive Engineer, Yelahanka Division, and BBMP during the working days between 10.00 A.M. to 5.30 P.M.
33. The Construction Debris Generated from Work Shall be dumped in Designated Dumping Yards Only.
34. If the Contractor has any liability whatsoever to the BBMP / Govt the same will be deducted from the Contractors bills.
35. Bidder shall submit the bids electronically before the stipulated date and time for the submission published in e-procurement portal. No tenders can be submitted after the due date and time as the portal will not accept late tenders.

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A. General

1. Scope of Tender

1.1 **The Executive Engineer, Yelahanka Division, BBMP** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderer's:

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka / BBMP

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e. 2015-16 to 2019-20)

(a) achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs.1.84 Crores**

(b) satisfactorily completed (at least 50% of the contract value) as prime contractor, at least one similar work such as Development of Kalyani of value not less than **Rs.46.00 Lakhs**

(c) executed in any one year, the following minimum quantities of work:[1]

Sl. No	Description	Unit	Quantity
1	Earthwork excavation	Cum	100.00
2	PCC/RCC	Cum	103.77
3	Centring and Shuttering	Sqm	70.00
4	Children Playing Equipments	Sets	4.00

Note: Certified Contractors Bill Copies shall be uploaded (Admitted Bill Copies)

(d) The Tenderer or his identified sub-contractor should possess required valid electrical license for executing building electrification works and should have executed similar electrical works totaling Rs. ..... *(usually not less than 50% of the electrical works)** in any one year;[2]

(e) The Tenderer or his identified sub-contractor should possess valid license for executing water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works totaling Rs..... *(usually not less than 50% of the water supply/sanitary engineering works)** in any one year;[3]

3.3 Each Tenderer should further demonstrate:

(a) Availability by owning critical equipment and at least 50% of the required/specified key equipment for this work and the remaining 50% can be deployed on lease/hire basis for all works provided the relevant documents (commitment agreements etc.) for availability for this

(b)

(c) work are furnished.

[1] Specify the principal items of works to be executed under this contract
[2] This is for building works. Appropriately change for other works.
[3] This is for building works. Appropriately change for other works.

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6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:
7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 **Pre-tender meeting:**

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at **The Office of the Executive Engineer , Yelahanka Division, Bangalore – 560064 on 03-04-2021 at 15.00 Hours**

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than **2 days before Pre bid meeting.**

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

10.1.1 First Cover:
(a) Earnest Money Deposit,
(b) Qualification Information as per formats given in Section 3,

10.1.2 Second Cover:
(a) The Tender (in the format indicated in Section 4)
(b) Priced Bill of Quantities (Section 9);

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19.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.[4]

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.[5]

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

20.2 Envelopes marked **"MODIFICATION FOR SECOND COVER"** shall be opened and the submissions therein read out in appropriate detail.

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and, (b) is substantially responsive to the requirements of the Tender documents.

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[4] **Refer GOK circular No. PWD 1359 SO/FC 2001 (P-2) dated 30th June 2003.**

[5] The evaluation of the technical aspects contained in the first cover should be completed within a reasonable period and the time gap between the opening of the first and second cover should be the minimum and in any case not more than 45 days {In exceptional cases, approval of the Secretary to the Government of the concerned Department/Managing Director of the Corporation shall be obtained, where the period is more than 45 days but less than 60 days. If it exceeds 60 days the tenders shall be re-invited.

accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 3% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract for all works. :

- Banker's cheque/Demand draft,/Pay Order in favour of Commissioner BBMP payable at Bangalore or
- **A Bank Guarantee in the form given in Section 10; or**
- **Special Small savings instruments pledged to Commissioner, BBMP / Executive Engineer – Yelahanka Division, BBMP**

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment and Security:

31. Corrupt or Fraudulent practices

31.1 The BBMP requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BBMP:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BBMP contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BBMP contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

To:

.....

.....[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated ..... for execution of the .....
..... *[name of the contract and identification number, as given in the Instructions to Tenderers]* for the Contract Price of Rupees .....
..... (.....) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs..... within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

To (letterhead of the Employer) .....(date)

.....

.....

..... (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ..... (name of the work) a Tender Price of Rs..... , you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory
authorized to sign on behalf of Employer)

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SECTION 5: CONDITIONS OF CONTRACT

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(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting (Deleted)

7.1 Deleted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:
(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or
(b) a cause due solely to the design of the Works, other than the Contractor's design; or
(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
  (i) could not have reasonably foreseen; or
  (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
    (A) prevent loss or damage to physical property from occurring by taking appropriate measures or

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. / BBMP has to be obtained for the variation exceeding 5%.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen conditions caused by the Employer, or additional work required for safety or other reasons.

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as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time

3. **Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. **Arbitration (Clause 24)**

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at..... Karnataka state (to be filled in by the Employer before issue of the Tender Documents),

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

5. In the case of the death of a Contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered Contractor and willing can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

6. The Contractor should produce invoice for procurement of Bitumen, Steel, HDPE ducts, Geo-textile material along with bills. No payments will be made without such invoices.

7. Mix Designs for Concrete and Asphalt work should be got approved by Chief Engineer before commencement of Work.

8. 63/51 mm Double Walled Corrugated HDPE Duct should have the inner layer as silicore marking the duct manufacturer and also size of the duct. The Duct should conform to ISO Certification and the colour of duct should be orange or blue for better identity.

9. The Contractor shall provide One four wheeler along with driver, fuel expenses to Project Engineers in-charge of work to facilitate and co-ordinate the supervision of the work.

10. The Contractor shall establish field lab and field office to facilitate quality assurance of execution of works.

11. The hot mix plant unit should be within the radius of 40km from Vidhanasoudha, Bangalore

12. The availability of hot mix plant and ownership will be ascertained by physical inspection at the time of technical evaluation by the evaluation authority

13. GST Shall be Paid to the Tendered Amount Separately

14. Tenderer should have Registered with EPF and ESI authorities: Certification should be produced at the time of Tendering OR else being entering into the Agreement.

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Milestone 1 i.e Financial Progress for Rs.30.36 Lakhs within 02 Months from the date of work order (33%)

Milestone 2 i.e Financial Progress for Rs.60.72 Lakhs within 04 Months from the date of work order (66%)

Milestone 3 i.e Financial Progress for Rs.92.10 Lakhs within 06 Months from the date of work order (100%)

The Site Possession Date is:[13] **Date of work order**

The Site is located at **Yelahanka Division Limits** [21]
and is defined in drawings

The Defects Liability Period is **3 Years** for roads asphalted with both BM/DBM and BC [14]. [1.1]
The Defects Liability Period is **1 Year** for roads asphalted with only BC [15]. [31]
The Defects Liability Period is **1 Year** for civil works

Insurance requirements are as under: [13]

	Type of Cover	Minimum cover for Insurance[16]
(i)	Works of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party[17]	
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

Price Adjustment Formula;[18]

R= Value of work as defined in Clause 40.1 of Conditions of Contract. [40]

Adjustment for labour component:

(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$V_L = 0.85 \times P_L / 100 \times R \times (L_t - L_o) / L_o$ Where,

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour,

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[12] At the time of preparation of the tender document give the period after the issue of work order, when the site would be made available to the contractor, for example 'one week after the issue of work order'

[13] The period should depend up on the period required for testing of the work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower, roads and highways passing of one monsoon (12 months)

[15] The period should depend up on the period required for testing of the work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower, roads and highways passing of one monsoon (12 months)

[16] Employer to specify as per requirement. Exclusions if any should also be specified.

[17] Specify an appropriate figure. For normal works it could be Rs.20 lakhs to cover 4 persons @Rs.5 lakhs each.

[18] The Formula has some normal components. It should be changed if need be to suit the nature of the work.

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V_B = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rate for bitumen.

B_o = The official retail price of bitumen at the IOC /HPCL/BPL or any other depot at .....[23] on the day 30 days prior to the date of opening of Bids.

B_i = The official retail price of bitumen at the IOC/HPCL/BPL or any other depot at ..... for the 15th day of the middle calendar month of the quarter under consideration.

P_B = Percentage of bitumen component of the work.

Adjustment of Fuel and Lubricant component:

(v) Price adjustment for increase or decrease in cost of Fuel and Lubricants shall be paid in accordance with the following formula:

$$V_F = 0.85 \times P_F/100 \times R \times (F_i - F_o)/F_o, \text{ Where,}$$

V_F = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Fuel and Lubricants.

F_o = The official retail price of High Speed Diesel (HSD) at the IOC/HPCL/BPL or other consumer pump at Bangalore on the day 30 days prior to the date of opening of Bids.

F_i = The official retail price of HSD at the IOC/HPCL/BPL or other consumer pump at Bangalore for the 15th day of the middle calendar month of the quarter under consideration.

P_F = Percentage of Fuel and Lubricant component of the work.

Note: For the application of this Clause the price of HSD[24] has been chosen to represent Fuel and Lubricant Group

Adjustment for Plant and Machinery Spares Component:

(vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the contractor shall be paid in accordance with the following formula:

$$V_P = 0.85 \times P_P/100 \times R \times (P_i - P_o)/P_o, \text{ Where}$$

V_P = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for plant and machinery spares.

P_o = The all India average wholesale price index for Heavy machinery and parts for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_i = The all India average wholesale price index for Heavy machinery and parts for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_B = Percentage of Plant and Machinery Spares component of the work

Note: For the application of this Clause index of Heavy Machinery and Parts[25] has been chosen to represent the Plant and Machinery Spares Group.

Adjustment for Other materials.:

(vii) Price adjustment for increase or decrease in the cost of other materials other than cement, steel, bitumen and Fuel and Lubricants[26], procured by the contractor shall be paid in accordance with the following formula:

$$V_M = 0.85 \times P_M/100 \times R \times (M_i - M_o)/M_o, \text{ Where}$$

V_M = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for local materials other than cement, steel, bitumen and Fuel and Lubricants.

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[23] Insert the nearest location of POL Depot
[24] This could be appropriately changed to any other item depending on the nature of work.
[25] This could be appropriately changed to any other item depending on the nature of the work.
[26] Add, delete or change depending on the nature of work.

loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

[34]The date by which "as-built"[35] **drawings (in scale 1:1000**[36]**)** in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

[37]The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is **Rs 1,00,000/-**

(The amount should be sufficient to get the completion drawings or Operating and Maintenance Manuals prepared by alternative agency in case the contractor fails to submit.)

The following events shall also be fundamental breach of the contract: [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's Additional cost for completing the Works shall be 30 percent (30%) . [50.1]

(Change if need be. It should be sufficient to get the balance of works completed by alternative agency.)

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[34] Score out is not applicable.
[35] Completion drawings
[36] Specify an appropriate scale
[37] Score out which ever is not applicable.

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SECTION 7: SPECIFICATIONS

As per specifications mentioned in BOQ

BRUHAT BANGALORE MAHANAGARA PALIKE

NAME OF THE PROJECT: IMPROVEMENTS TO KALYANI AT YELAHANKA LAKE IN KEMPEGOWDA WARD NO-01

SCHEDULE B

Item No	Description of Work	Unit	Total Quantity as per Estimation	Rate as per estimate in Rs.	
				In Figures	In Words
1	Dismantling of existing structures like culverts,bridges, retaining walls and other structure comprising of masonry, cement concrete, wood work, steel work, including T&P and scaffolding wherevernecessary, sorting the dismantled material, disposal of unserviceablematerial and stacking the serviceable material with all lifts complete asper specifications Dismantling brick/Tile work B. In cement mortar. Complete as per specifications and the directions of the Engineer-in-charge	Cum	95.80		
2	Earthwork excavation for foundation of buildings, water supply, sanitary lines and electrical conduits either in pits or in trenches 1.5m and above in width, in hard soil not exceeding 1.5 m. in depth including dressing the bottom and sides of pits and trenches, stacking the exavated soil clear from edges of excavation with lead upto 50 m. after breaking of clods Complete as per specifications and the directions of the Engineer-in-charge	Cum	53.48		
3	Providing and Filling in foundation with granite / trap broken metal 100mm. and down size, with approved sand including hand packing, ramming, watering, including cost of all materials and labour with all lead and lift Complete as per specifications and the directions of the Engineer-in-charge	Cum	7.22		
4	Providing and laying in position plain cement concrete of mix 1:4:8(M7.5)with OPC cement @ 180kgs, with 40mm and down size graded granite metal coarse aggregates @0.85cum and fine aggregtes @ 0.57cum machine mixed, machine mixed, concrete laid in layers not exceeding 15 cms. thick, well compacted, in foundation including cost of all materials, labour, HOM of machinery, curing Complete as per specifications and the directions of the Engineer-in-charge	Cum	11.05		

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5	Providing and laying in position plain cement concrete of mix 1:3:6 with OPC cement @ 220kgs, with 40mm and down size graded granite metal coarse aggregates @0.892cum and fine aggregates @ 0.465cum machine mixed, machine mixed, concrete laid in layers not exceeding 15 cms. thick, well compacted, in foundation including cost of all materials, labour, HOM of machinery, curing Complete as per specifications and the directions of the Engineer-in-charge	Cum	7.72		
6	Providing and laying in position plain cement concrete of mix M15 with cement @ 240kgs, with 20mm and down size graded granite metal coarse aggregates @0.878cum and fine aggregtes @ 0.53cum, machine mixed, concrete laid in layers not exceeding 15 cms. thick, well compacted, in foundation,plinth and cills, including cost of all materials, labour, HOM of machinery, curing Complete as per specifications and the directions of the Engineer-in-charge	Cum	6.29		
7	Providing and constructing granite / trap / basalt size stone masonry in foundation cement mortar 1:6, stone hammerddressed in courses not less than 20 cms high, bond stones at 2m apart in each course including cost of materials, labour, curing Complete as per specifications and the directions of the Engineer-in-charge	Cum	26.26		
8	Providing and constructing granite / trap / basalt size stone masonry in superstructure with cement mortar 1:4 , edges of stones chistle dressed in courses not less than 15 cms high, bond stones at two m. apart in each course including cost of materials, labour, scaffolding, curing Complete as per specifications and the directions of the Engineer-in-charge	Cum	31.52		
9	Providing ruled pointing to coursed stone masonry with cement mortar 1:3, 20mm deep, after raking joints to depth of 20mm nicely lining, including cost of materials, labour, curing Complete as per specifications and the directions of the Engineer-in-charge.	Sqm	77.86		
10	Filling available excavated earth (excluding rock) in sides of foundations upto plinth in layers not exceeding 20 cms. in depth, compacting each deposited layer by ramming after watering with lead upto 50 m. and lift upto 1.5 m. including cost of all labour Complete as per specifications and the directions of the Engineer-in-charge	Cum	8.95		
11	Conveying the excavated earth, debries etc., with all lead and lifts including loading and unloading charges etc., Complete as per specifications and the directions of the Engineer-in-charge	Cum	44.53		
12	Providing and laying in position plain cement concrete of mix M20 with OPC cement @ 300kgs, with 20mm and down size graded granite metal coarse aggregates @0.69cum and fine aggregtes @ 0.43cum, with superplastisiser @3lts confirming to IS9103-1999 Reaffirmed-2008, machine mixed, concrete laid in layers not exceeding 15 cms. thick, well compacted, in foundation, plinth and cills, including cost of all materials, labour, HOM of machinery, curingComplete as per specifications and the directions of the Engineer-in-charge	Cum	95.80		

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20	Providing and constructing load bearing wall with solid concrete blocks of size 400X200X200mm having block density not less than 1800kg/m3 having a minimum average compressive strength 5.00N/mm2 confirming to IS 2185 (part 1) :2005 and constructed with cement mortar 1:4,as per IS 2572:2005 including cost of materials, labour charges, scaffolding, curing, hire charges of machinaries etc., Complete as per specifications and the directions of the Engineer-in-charge	Sqm	43.68		
21	Providing 18mm thick cement plaster in single coat with cement mortar 1:4, to brick masonry including rounding off corners. wherever required smooth rendering, Providing and removing scaffolding, including cost of materials, labour, curing Complete as per specifications and the directions of the Engineer-in-charge	Sqm	81.11		
22	Providing 12mm thick cement plaster in single coat with cement mortar 1:4 , to brick masonry including rounding off corners wherever required smooth rendering, : Providing and removing scaffolding, including cost of materials, labour, curing Complete as per specifications and the directions of the Engineer-in-charge	Sqm	21.23		
23	Providing 12mm thick cement plaster in single coat with cement mortar 1:4 , to ceiling including rounding off corners wherever required smooth rendering, : including Providing and removing scaffolding, including cost of materials, labour, curing Complete as per specifications and the directions of the Engineer-in-charge	Sqm	25.23		
24	providing applying two coats of wall putty to inside plastered walls and ceiling using white cement putty . Scrapping and levelling the surface using steel blade and preparing the surface even and smooth by using different grade sand papers, including cost of alll mateerial cost of labour and scaffolding etc. Complete as per specifications and the directions of the Engineer-in-charge	Sqm	46.46		
25	Providing and applying painting in two coats with plastic emulsion paint of approved brand on wall surface to give an even approved shade after thoroughly brushing the surface, free from mortar drops and other foreign matter including preparing the surface even and sand paper smooth, cost of materials, labour, Complete as per specifications and the directions of the Engineer-in-charge	Sqm	21.23		
26	Providing and applying two coats with oil bound washable distemper of approved brand and shade on wall surface including priming coat with distemper primer after throughly brooming the surface free from mortar drops and other foreign matter including preparing the surface even and sand paper smooth, cost of materials, labour, complete as per specifications page no117 item no 15.49.1 . KSRB 15-14.1 : Extra over Item 15-14.1 for applying oil bound washable distemper on ceiling and / or sloping roof Complete as per specifications and the directions of the Engineer-in-charge	Sqm	303.92		

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	Providing and applying painting two coats (excluding priming coat) on new wood surface and / or wood based surface with enamel paint to give an even shade, cleaning the surface of all dirt, dust and foreign matter, sand papering including cost ofmaterials, labour, Complete as per specifications and the directions of the Engineer-in-charge	Sqm	1.95		
	Construction of embankment with approved material Gravel/Murrum with all lifts and leads, transporting to site, spreading, grading to required slope and compacting to meet requirement Table 300- 2 complete as per specifications.(Including cost of gravel / murrum, watering charges & compaction by vibratory roller to 95% of proctors density) Complete as per specifications and the directions of the Engineer-in-charge	Cum	15.74		
	Waterproofing of RCC Terrace / podium slab / toilet / utilities / water retaining structure by preparing the surface by chipping and cleaning and Grouting of Honey comb, voids,cracks / construction joints with cement slurry (1kg cement added in 10 ltr of water) added with 100gm of inorganic accelerator, followed by spraying of liquid biological modified alkaline earth silicates @ 0.40 ltr per sqm on whole surface to reduce the micro porosity and allowing it to dry, curing the surface for the silicates to penetrate deeper into the concrete and spraying waterproofing impregnate liquid containing silane and silanol linear copolymer @ 0.50 ltr per sqm and finally applying polymer slurry made out of cross linked acrylic / styrene / butadiene & cement in the ratio of 1:0.1, @0.50kg/sqm on the whole surface, including all labour charges tools and equipments, all Complete as per specifications and the directions of the Engineer-in-charge	Sqm	12.60		
17	Providing and fixing Stainless steel staircase raling as per Chief Architect Drawing No. 11520/ HRSC with hand rail 50mm dia 16 guage hollow pipe welded to vertical hollow 50mm dia pipe of 16 guage, stainless steel vertical pipe spaced at 1 20m regular intervals, and 5 Nos of 25mm dia. Stainless steel hollow horizontal pipe are welded to vertical 50mm dia hollow pipe. The entire assembly is fixed to staircase concrete by using expansion bolts by drilling concrete etc., complete including cost of materials, labour, HOM of machineries and electrical charges, etc., Complete as per specifications and the directions of the Engineer-in-charge	Sqm	45.54		
	Providing and laying/fixing cement base, precast, pre polished cement concrete, designer tiles 25mm thick for flooring conforming to IS 1237 heavy duty tiles for flooring, treads of steps and landing, laid on a bed of 12mm thick cement mortar 1:3 mis finished with flush pointing using white cement, including cost of materials, mortar including cutting, griding the edge to half/full round wherever required, labour, curing Complete as per specifications and the directions of the Engineer-in-charge	Sqm	51.46		

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44	Supply and fixing of childern Play Equipment Four Seater Seesaw : SPECIFICATIONS The See Saw consists of 2 poles of Dia 114mm and thickness of 2.5mm which balances the horizontal rod at the center which is of size 3110 mm length and Dia 114 mm. It consists of 4 seats which is made of LLDPE virgin plastic of size 305mm X 213 mm X 125 mm. The rates are to be inclusive of supply and installation at site. Inclusive of All Taxes and Transportation Charges Complete as per specifications and the directions of the Engineer-in-charge	Each	1.00		
45	Supply and fixing of childern Multi Play Equipment with curved slide and number panel : Upright structural posts of height 2.4 m, 2.7 m, 3.3 m schedule HOT DIP Galvanized steel with a 114mm OD and 2.2mm (wall) thickness of the tubing. All metal components are to be finished with a baked on powder coat finish.With deck of size 1.45 x 1.45m and Staircase of size 1.5m x 0.77 m are fabricated from 2mm perforated solid punched steel. Deck perimeter is precision pre punched for attachments. Decks are pressed, punched, and welded sand blasted and vinyl plastic coated to a thickness of 4mm. Along with Handrail of height 2.2 m and Dia 32 mm shall be an all-robotic welded unit, fabricated from 32 O.D. galvanized steel pipes with a baked on powder coating finish.Curved Slide of size 1.94 m x 1.85 m x 2.4 m, Panels,Toprails Of Monkey loop of size 1.8 m x 1.3 m.Deck of size 1.45 x 1.45m are fabricated from 2mm perforated solid punched steel. Deck perimeter is precision pre punched for attachments. Decks are pressed, punched, and welded sand blasted and vinyl plastic coated to a thickness of 4mm. Roof of size Dia 2 m and height 0.82 m, Spiral Slide of size 1.16 m x 1.6 m x 3.6 m, Panels The rates are to be inclusive of supply and installation at site. Inclusive of All Taxes and Transportation Charges Complete as per specifications and the directions of the Engineer-in-charge	Each	1.00		
46	Supply and fixing of childern Play Equipment Hexa climber : Upright structural posts of height 2.6 m are to be schedule HOT DIP Galvanized steel with a 114mm OD and 2.2mm (wall) thickness of the tubing. Top rail Bars Dia 32 mm are all robotic welded fabricated from 48MM O.D. galvanized steel pipes for the outer bars and 32 mm OD galvanized steel for the inner parallel bars with a baked on powder coat finish. Net Climber of size 2.1 m are all robotic welded fabricated from 32 O.D. galvanized steel pipes for the outer pipes and 25mm O.D. galvanized steel for the inner parallel bars with a baked on powder coat finish. The rates are to be inclusive of supply and installation at site. Inclusive of All Taxes and Transportation Charges Complete as per specifications and the directions of the Engineer-in-charge	Each	1.00		

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49	Supply & fixing of Elliptical Cross Trainer: All products must tested and certified to meet EN16630 safety standards with GS test mark. The EN16630 certificates must be issued by a reputed notified International Certifying Body such as IPEMA, TUV, CPSC, or SGS only. The GS mark-EN 16630 certificates must be in the name of a supplier who has carried out a minimum of 100 public park projects in India with EN16630-GS certified products either by themselves or through their dealers or contractors. These EN16630 & GS Mark certificates must be clearly displayed on the notified certifying bodies websites as online verification is mandatory during technical bid. All products must clearly display the GS mark as has been issued in the EN16630 safety certificates. All Tubular steel of 2.5mm thickness are galvanized and zinc dipped. Joints are Robotic Welded. All welded joints are scalloped as necessary and welded to an approved MIG process. All welds are dressed off removing all sharp edges & burrs. Zinc Primer paint is applied at all the welding paints prior to finishing. All metal parts are powder coated using AKZO Nobel - Great Wall Powder to the thickness of 80 - 120 microns. All metal parts are tested in our salt spray machine that uses a 5% NaCL solution in accordance to ISO7227 to speed up corrosion for 3000 hrs. The seat and backrest is made from Rotomoulded LLDPE. Bearings : Maintenance-free ball bearings. Equipment which have sway and moving parts, must have built in limitors that prevent unwanted and ecesssive movement, which can cause injuries. The limitors must be in accordance with EN16630 safety norms. Scope of delivery : 1 completely pre-assembled equipment modules. Maintenance : Maintain according to EN16630 and the maintenance guide. Size (L*W * H) 845 MM x 865 MM x 1710 MM . Capacity 1 person. Inclusive of All Taxes and Transportation Charges Complete as per specifications and the directions of the Engineer-in-charge	Each	1.00		

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53	Supply & fixing of HD_Waist Twister :All products must tested and certified to meet EN16630 safety standards with GS test mark. The EN16630 certificates must be issued by a reputed notified International Certifying Body such as IPEMA, TUV, CPSC, or SGS only. The GS mark-EN 16630 certificates must be in the name of a supplier who has carried out in excess of at least 50 public park projects in India either by themselves or through their dealers or contractors. These EN16630 & GS Mark certificates must be clearly displayed on the notified certifying bodies websites as online verification is mandatory. All products must clearly display the GS mark as has been issued in the EN16630 safety certificates. All Tubular steel of 2.5mm thickness are galvanized and zinc dipped. Joints are Robotic Welded. All welded joints are scalloped as necessary and welded to an approved MIG process. All welds are dressed off removing all sharp edges & burrs. Zinc Primer paint is applied at all the welding paints prior to finishing. All metal parts are powder coated using AKZO Nobel - Great Wall Powder to the thickness of 80 - 120 microns. All metal parts are tested in our salt spray machine that uses a 5% NaCL solution in accordance to ISO7227 to speed up corrosion for 3000 hrs. Footplates made of alloys of Nylon having good thermal stability. Internal Limited means no bump stops or crush points. Bearings : Maintenance-free ball bearings. Scope of delivery : 1 completely pre-assembled equipment modules. Maintenance : Maintain according to EN16630 and the maintenance guide. Size (L*W * H) 1460 MM x 1310 MM x 1150 MM . Capacity 3 persons. Inclusive of All Taxes and Transportation Charges Complete as per specifications and the directions of the Engineer-in-charge	Each	1.00		

SECTION 8: DRAWINGS
(Enclosed)

SECTION 9: BILL OF QUANTITIES

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 2

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

(5) GST will be paid separately to the Tendered Amount

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